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**City and County of San Francisco  
OFFICE OF THE CONTROLLER**

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**HUMAN RIGHTS COMMISSION:**

Compliance Audit of the Airport Commission Contract With  
Lawrence Construction Co./West Bay Builders, Inc., — A Joint Venture

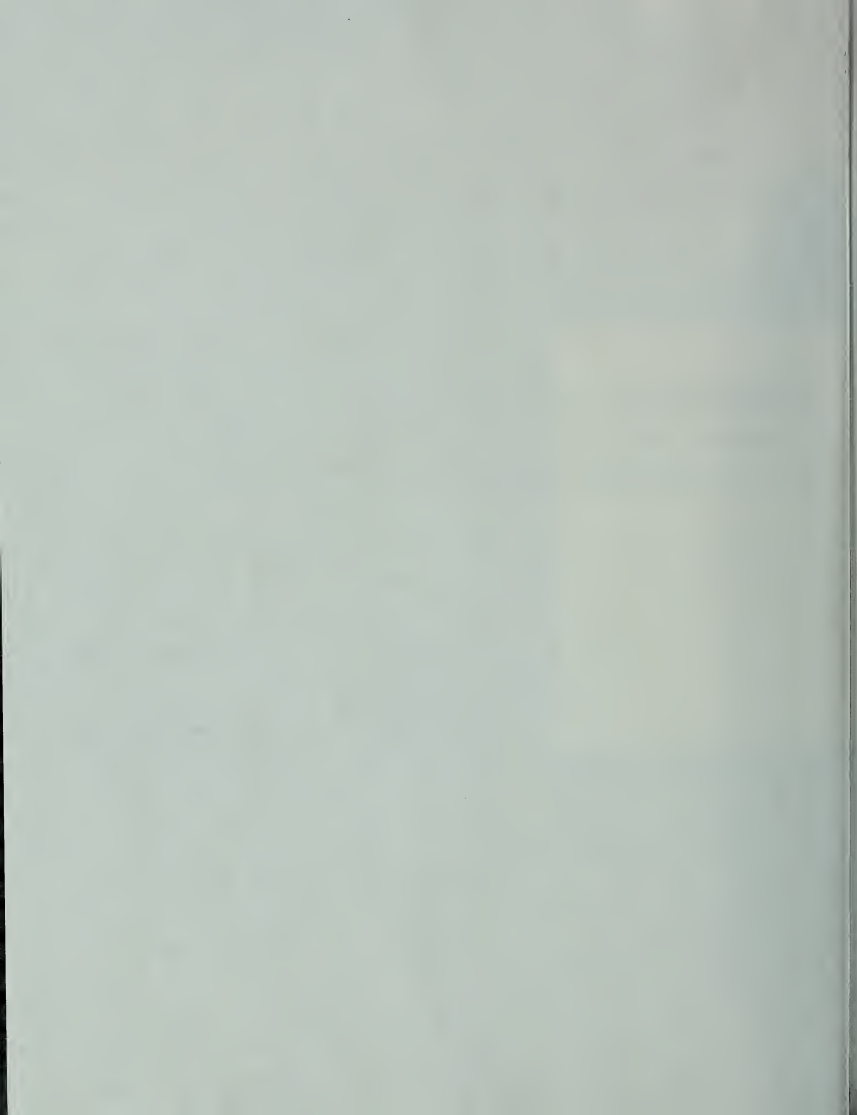
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Edward Harrington  
Controller

Matthew H. Hymel  
Chief Assistant Controller

April 19, 2001

Audit Number 00013

San Francisco Airport Commission  
San Francisco International Airport  
San Francisco, CA 94128

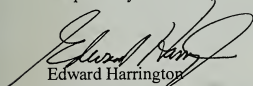
President and Members:

The Controller's Audits Division presents its audit report concerning the construction contract between the Airport Commission and Lawrence Construction Co./West Bay Builders, Inc., — A Joint Venture (joint venture) for expanding the communications center at San Francisco International Airport. To comply with the San Francisco Administrative Code, we conducted this audit to verify whether the joint venture met the participation commitment for Lawrence Construction Co. (Lawrence Construction), the minority business enterprise partner.

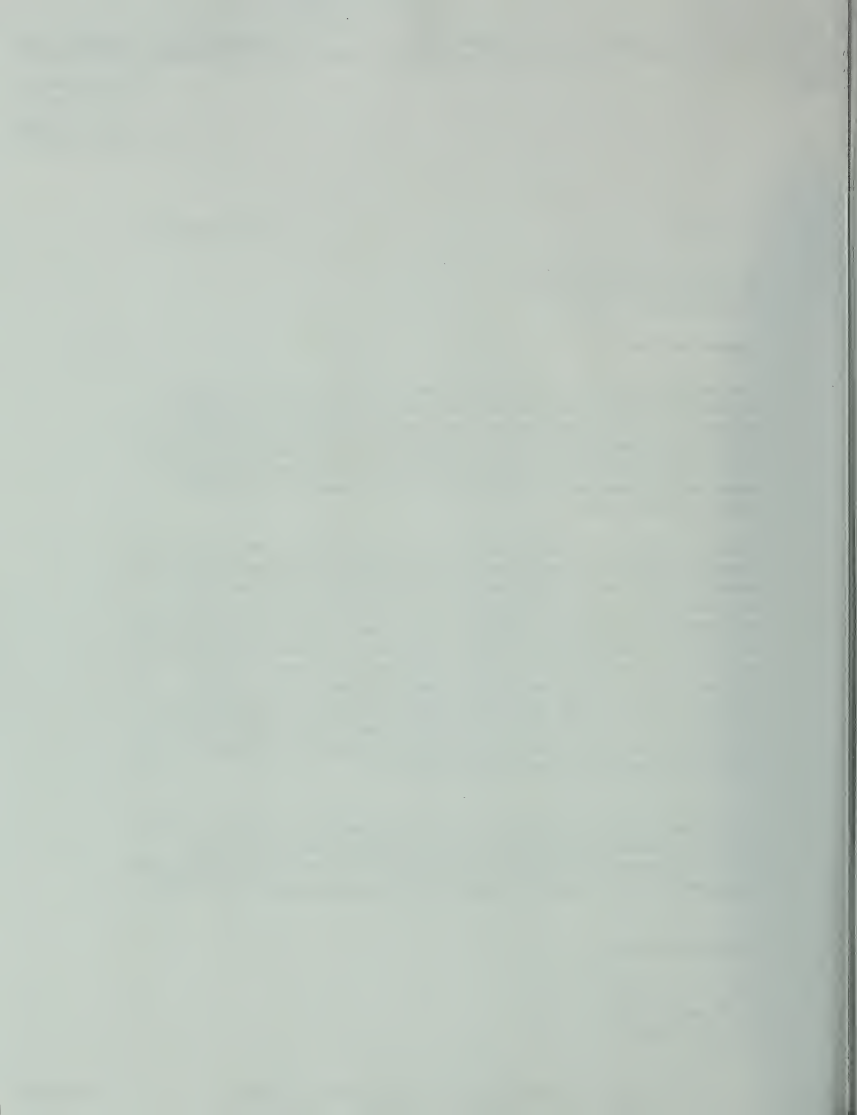
The joint venture has not complied with the contracted participation levels for Lawrence Construction regarding the distribution of profits, employment of workers, contribution of funds to the project, and securing of credit. Even though work on the contract was not complete as of April 4, 2001, the joint venture has not achieved some of the participation levels specified in the contract. Although the joint venture was the lowest bidder and did not need a bid preference when the Airport Commission was awarding the contract, the joint venture was nevertheless eligible for a 10 percent bid preference. The contract award obligated the joint venture to meet the commitments specified in the joint venture participation schedule, which is part of the contract. Through July 31, 2000, the Airport paid the joint venture \$4,465,044 of the \$6,031,811 contract amount. Delays to other airport construction projects have prevented the joint venture from completing the project. Airport staff expects the project to resume in July 2001.

The responses of the Airport Department, Lawrence Construction Co./West Bay Builders, Inc., A Joint Venture, and the Department of Telecommunications and Information Services are attached to this report. The Controller's Audits Division will be working with the departments to follow up on the status of the recommendations made in the report.

Respectfully submitted,



Edward Harrington  
Controller



## INTRODUCTION

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On February 2, 1998, Lawrence Construction Co. (Lawrence Construction) and West Bay Builders, Inc. (West Bay) signed a joint venture agreement. The companies created this agreement specifically for the purposes of their entering into a contract with the Airport Commission of the City and County of San Francisco for expanding the communications center for San Francisco International Airport. According to the joint venture agreement, the two companies would combine property, capital, efforts, skill, and/or knowledge as necessary to perform or provide services related to this contract. Further, the agreement specifies that Lawrence Construction has a 40 percent interest and West Bay has a 60 percent interest in the joint venture.

On April 7, 1998, the Airport Commission awarded a construction contract (contract 5620.A) to Lawrence Construction Co./West Bay Builders, Inc., — A Joint Venture (joint venture) for expanding the communications center. The original contract award amount was \$5,592,505, and the Airport Commission later modified the contract amount to \$6,031,811.

The Administrative Code, Section 12D, is known as the Minority/Women/Local Business Utilization Ordinance (ordinance). The ordinance is intended to correct identified discriminatory practices found in the procurement processes of the City and County of San Francisco (City) and in the awarding of contracts to minority, women, and local business enterprises. The ordinance establishes bid preferences for joint ventures that have minority, women, or local business enterprises as joint venture partners. For contracts solicited before November 1, 1998, the ordinance provides a 5 percent preference to a joint venture with a minority, women, or local business enterprise partner that participates from 35 percent to less than 40 percent, a 7.5 percent preference for a qualifying partner that participates from 40 percent to less than 51 percent, and a 10 percent preference for a qualifying partner with participation that equals or exceeds 51 percent. The ordinance requires the City's contract-awarding authorities to make good-faith efforts to contract with minority, women, and local business enterprises.

The joint venture submitted to the Human Rights Commission the joint venture participation schedule, which is a Human Rights Commission form that enables the bidder to specify how a joint venture commits to the participation of the partner that qualifies as a minority, women, or local business enterprise. The joint venture committed to Lawrence Construction's participating in the joint venture in specific ways, including Lawrence Construction's receiving 51 percent of the profit or loss distribution for the contract, providing 5 of the 11 workers for the project, and supplying \$150,000 of the \$250,000 that the joint venture partners would contribute to the joint venture. As a result, the joint venture was eligible for a 10 percent bid preference based on the participation in the joint venture of Lawrence Construction, a certified minority business enterprise (MBE). According to the San Francisco Administrative Code (Administrative Code), Section 12D,

an MBE is an economically disadvantaged local business owned and controlled by one or more minority persons and certified by the Human Rights Commission.

Under the ordinance, the director of the Human Rights Commission is to keep a database, the Citywide Diversity Tracking System, to report on the progress each city department has made towards the achievement of the participation goals for minority and women business enterprises. In addition, city departments are required to maintain correct, complete information in this database regarding their contracts.

The ordinance also requires the director of the Human Rights Commission, in cooperation with the Office of the Controller, to audit 10 percent of the joint ventures granted bid discounts each fiscal year. The purpose of the audits is to ensure the joint ventures properly met their commitments to use fully minority, women, or local business enterprises that are their joint venture partners. The Human Rights Commission director selected this contract for audit.

## **SCOPE AND METHODOLOGY**

The purpose of the audit, which covered April 7, 1998, through July 31, 2000, was to determine if Lawrence Construction, the MBE partner, participated in the project to the extent specified in the contract. We also assessed whether key information in the Citywide Diversity Tracking System is correct and complete.

To conduct the audit, we reviewed the operating procedures of the joint venture and the contract participation levels of Lawrence Construction. We also verified whether the Human Rights Commission certified Lawrence Construction as an MBE when the Airport Commission awarded the contract. To determine whether Lawrence Construction achieved the participation commitments specified in the joint venture's contract, we examined documentation and information provided by the joint venture. We focused particularly on whether Lawrence Construction met the participation commitments for distributing profits or losses, supplying employees, contributing funds, and obtaining sources of capital for the joint venture. Additionally, we conducted interviews with Airport Department (Airport) personnel, representatives of the joint venture, employees of West Bay, and the owner of Lawrence Construction. To evaluate the information in the Citywide Diversity Tracking System, we reviewed key information that the Airport entered into the system, and investigated any discrepancies.

## AUDIT RESULTS

### THE JOINT VENTURE HAS NOT MET THE PARTICIPATION REQUIREMENT FOR ITS MINORITY BUSINESS ENTERPRISE PARTNER

Lawrence Construction Co./West Bay Builders, Inc., — A Joint Venture has not complied with the contracted participation levels for Lawrence Construction Co., the minority business enterprise partner of the joint venture. The joint venture has a contract with the Airport Commission for expanding the communications center at San Francisco International Airport. The joint venture's work was not complete as of April 4, 2001. As the table below indicates, the joint venture has not achieved the contracted participation levels of Lawrence Construction regarding the distribution of profits, the number of employees Lawrence Construction would provide to the joint venture, the financial contribution each partner would make, and the line of credit Lawrence Construction would obtain.

Participation Stipulated in the Contract Versus Actual Participation  
Lawrence Construction Co./West Bay Builders, Inc., — A Joint Venture  
April 7, 1998 Through July 31, 2000

	Lawrence Construction		West Bay Builders	
	Contract Specification	Actual Participation	Contract Specification	Actual Participation
Profit Distribution	51%	40%	49%	60%
Employees *	46%	0%	36%	73%
Financial Contributions	60%	40%	40%	60%
Line of Credit	\$250,000	\$100,000 †	\$250,000	\$1,500,000 - \$2,000,000

Notes:

\* The joint venture agreed that new employees would constitute 18 percent of its workforce, but the joint venture actually hired new employees for 27 percent of its workforce.

† Lawrence Construction's line of credit was for one year only.

### Background

Although the joint venture submitted a joint venture participation schedule to the Human Rights Commission, the joint venture did not need the preference because its bid before applying the 10 percent discount was lower than the competing bid. Had the other bid been up to 10 percent less than the joint venture's bid, the Airport Department (Airport) would have applied the 10 percent discount and the Airport Commission would have awarded the contract to the joint venture. Nevertheless, according to deputy city attorneys and the Human Rights Commission's interim director, the contract award obligated the joint

venture to meet the commitments set forth in the joint venture participation schedule, regardless of whether the joint venture actually needed the bid preference.

As of July 31, 2000, the Airport had paid the joint venture \$4,465,044 of the \$6,031,811 contract amount. According to the Airport project manager for this contract, the joint venture completed phase one of the project. She said that as of April 4, 2001, phase two of the project remained on hold until July 2001 because of delays to other construction projects at San Francisco International Airport that must be completed before work on expanding the communications center can continue. Both the Airport project manager and the Airport project construction manager stated that they were very pleased with the quality of the construction work that the joint venture has performed on the project to date.

#### ***The Joint Venture Had Not Distributed Stipulated Profits to Lawrence Construction***

As of July 31, 2000, the joint venture had recognized a profit of \$378,965. Of this amount, the joint venture had distributed \$151,586 (40 percent) to Lawrence Construction and \$227,379 (60 percent) to West Bay Builders, Inc. (West Bay). However, the joint venture's contract with the Airport Commission specified that the joint venture would distribute 51 percent of the profits to Lawrence Construction, the MBE partner. Instead, the joint venture distributed profits according to the terms of its joint venture agreement.

The joint venture could have benefited because it specified a greater profit distribution in its joint venture participation schedule, which became part of the contract, than it specified in its joint venture agreement. The joint venture was eligible for a 10 percent bid preference because it committed in the joint venture participation schedule to distributing 51 percent of the profits to Lawrence Construction. If the joint venture had committed to distributing 40 percent of the profits to Lawrence Construction, as specified in the joint venture agreement, the joint venture would have been eligible for only a 7.5 percent bid preference. Lawrence Construction and West Bay signed the joint venture agreement before the joint venture submitted the joint venture participation schedule.

#### ***Lawrence Construction Had Not Provided Specified Employees to the Joint Venture***

Lawrence Construction's owner performed some work on the communications center project, but Lawrence Construction had not provided any employees for this project even though the contract specified that Lawrence Construction, the MBE partner, would provide 5 employees. The joint venture hired a total of 22 workers: 16 former West Bay employees (73 percent) and 6 new hires (27 percent) who were not former employees of either joint venture partner. Under the contract, the joint venture committed to hiring 11 employees, with Lawrence Construction providing 5 workers (46 percent), West Bay providing 4 workers (36 percent), and the joint venture hiring 2 workers (18 percent).



According to West Bay's controller, the joint venture hired more employees than it committed to in the contract because the joint venture did not employ its workers on a steady basis, but instead employed the workers when needed. The controller suggested that the joint venture calculated the number of workers needed for the project by using a full-time equivalent basis, and that it listed this number on the joint venture participation schedule. This method explains why the number of workers actually used by the joint venture exceeded the number of workers specified in the schedule.

Lawrence Construction's owner served as the senior project manager for the project. According to the joint venture's project manager, the senior project manager supervised the project manager and handled some problems with subcontractors. In addition, the senior project manager regularly attended the Airport's weekly construction progress meeting concerning the project. As an owner rather than an employee, the senior project manager did not earn wages or a salary but received compensation from the project's profits. Thus, Lawrence Construction's owner was not one of the five employees Lawrence Construction committed to hiring.

In an undated letter we received on December 8, 2000, Lawrence Construction's owner stated that Lawrence Construction had two employees designated to work for the joint venture, but both employees declined the positions. The owner further stated that he considered hiring individuals who had previously worked for Lawrence Construction, but The Building and Construction Trades Council of San Mateo County did not allow their employment because they were not members of a union. However, the joint venture was made aware at the time of its bid that the City would require it to hire union employees if the joint venture were to hire any employees who were not on either partner's payroll for 60 of the 100 working days before the City awarded the contract.

The Airport Commission required contractors to abide by the Project Stabilization Agreement for San Francisco International Airport's Master Plan Construction Project (project stabilization agreement). The project stabilization agreement is intended to promote efficiency of construction operations during the Airport's master plan construction project and to provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the timely, economical completion of the project. The project stabilization agreement provides, in part, that contractors will use union members if the contractor does not use its own core workforce, that unions will not strike, and that contractors will not lock out union members. The joint venture's contract is subject to the terms of the project stabilization agreement.

On March 5, 1998, West Bay's owner signed on behalf of the joint venture the notarized affidavit for the project stabilization agreement. The affidavit states that the contractor will comply with the project stabilization agreement.

***Lawrence Construction Did Not Make Required  
Financial Contributions to the Joint Venture***

Both Lawrence Construction and West Bay contributed financially to the joint venture, but neither partner supplied the joint venture with the amount of money that each committed to under the contract. According to the joint venture participation schedule it submitted, the joint venture agreed that Lawrence Construction would contribute \$150,000 (60 percent) and West Bay would contribute \$100,000 (40 percent), for a total of \$250,000. According to West Bay's records, the partners had a total vested interest of \$25,089, with Lawrence Construction contributing \$10,036 (40 percent) and West Bay contributing \$15,053 (60 percent). Although the joint venture was able to complete phase one of the contract without the partners' making the \$250,000 contribution specified in the contract, the partners should have contributed the percentages of funds detailed in the contract. Thus, Lawrence Construction should have contributed 60 percent of the funds to the joint venture and West Bay should have contributed 40 percent. The percentage of financial contributions actually made by each partner, however, was consistent with the terms of the joint venture agreement, which gave Lawrence Construction a 40 percent financial interest in the joint venture and West Bay a 60 percent financial interest.

***Lawrence Construction Had Not Secured Sources of  
Capital It Agreed to Provide the Joint Venture***

Lawrence Construction and West Bay each secured lines of credit as sources of capital for the joint venture, but Lawrence Construction did not secure the amount of credit that it committed to under the contract. According to the joint venture participation schedule, the joint venture agreed that Lawrence Construction and West Bay would each secure a \$250,000 line of credit. For much of the period we reviewed, West Bay had a line of credit that well exceeded the \$250,000 it had agreed to obtain. West Bay secured a line of credit of \$1,500,000 from April 8, 1998, to April 1, 1999, and a \$2,000,000 line of credit from December 9, 1999, through November 1, 2000. However, Lawrence Construction secured only a \$100,000 line of credit from June 1, 1998, through June 1, 1999. For the rest of the audit period, Lawrence Construction had no line of credit. Nonetheless, the joint venture completed phase one of the contract without Lawrence Construction's securing the \$250,000 line of credit. Lawrence Construction's owner stated that he could not justify the cost of keeping a line of credit because the joint venture had a solid financial position.

## **THE AIRPORT GENERALLY ENTERED ACCURATE INFORMATION INTO THE CITYWIDE DIVERSITY TRACKING SYSTEM**

Although the Airport Department (Airport) correctly entered in the Citywide Diversity Tracking System most information related to its contract with the joint venture, the Airport did not enter into the system this contract's one modification. In addition, we found that the total amount of contract payments listed in the system was inaccurate because of a system error.

The system showed no contract modifications; however, on March 7, 2000, the Airport Commission modified the contract to add \$439,306. The Airport's minority and women business enterprise opportunity program is responsible for entering in the system the data for Airport Commission contracts. According to the program's outreach officer, the program's staff had not assigned the modification to the contract, resulting in the system's not properly reflecting this information. The officer further stated that, in order to assign the modification, the program relies on the contractor's submitting an updated Human Rights Commission form, called the MBE/WBE/LBE and Non-MBE/WBE/LBE Participation Form, when the City approves a contract modification. However, according to the Airport project manager, the joint venture did not complete and submit an updated form. The project manager stated that she would obtain the form from the joint venture for this contract modification.

The system also showed that contract payments totaled \$4,621,150; however, the correct amount should have been \$4,645,044. The \$23,894 difference is due to the system's not recording contract payments made from the retention account in the City Controller's Financial Accounting and Management Information System. According to the programmer in the Department of Telecommunications and Information Services who is responsible for this system, the problem is a system limitation that has existed since implementation of the system. Although the department has no current plans to fix this problem, the department is aware of the problem and intends to fix it when the Human Rights Commission, which owns the system, is able to fund this service.

## **RECOMMENDATIONS**

To comply fully with the Minority/Women/Local Business Utilization Ordinance (ordinance) in the San Francisco Administrative Code, the Airport Department should ensure that, in the remaining contract work, Lawrence Construction maximize its participation so that the joint venture achieves to the extent possible the contracted participation levels for Lawrence Construction.

To comply fully with the ordinance, the director of the Human Rights Commission should determine whether to investigate Lawrence Construction Co./West Bay Builders, Inc., — A Joint Venture for its failure to achieve the contracted participation level of Lawrence Construction. The director should use the investigation's results to determine whether to impose any sanctions on the joint venture partners.

To fulfill one of the ordinance's requirements, the Airport Commission should ensure that its staff enter in the Citywide Diversity Tracking System complete, accurate information for each contract.

To make certain that the Citywide Diversity Tracking System contains current and accurate information on contract payments, the Human Rights Commission should engage the Department of Telecommunications and Information Services to prepare an analysis of how best to improve this database so that it contains accurate records of all contract payments.

We conducted this review according to generally accepted government auditing standards. We limited our review to those areas specified in the audit scope section of this report.

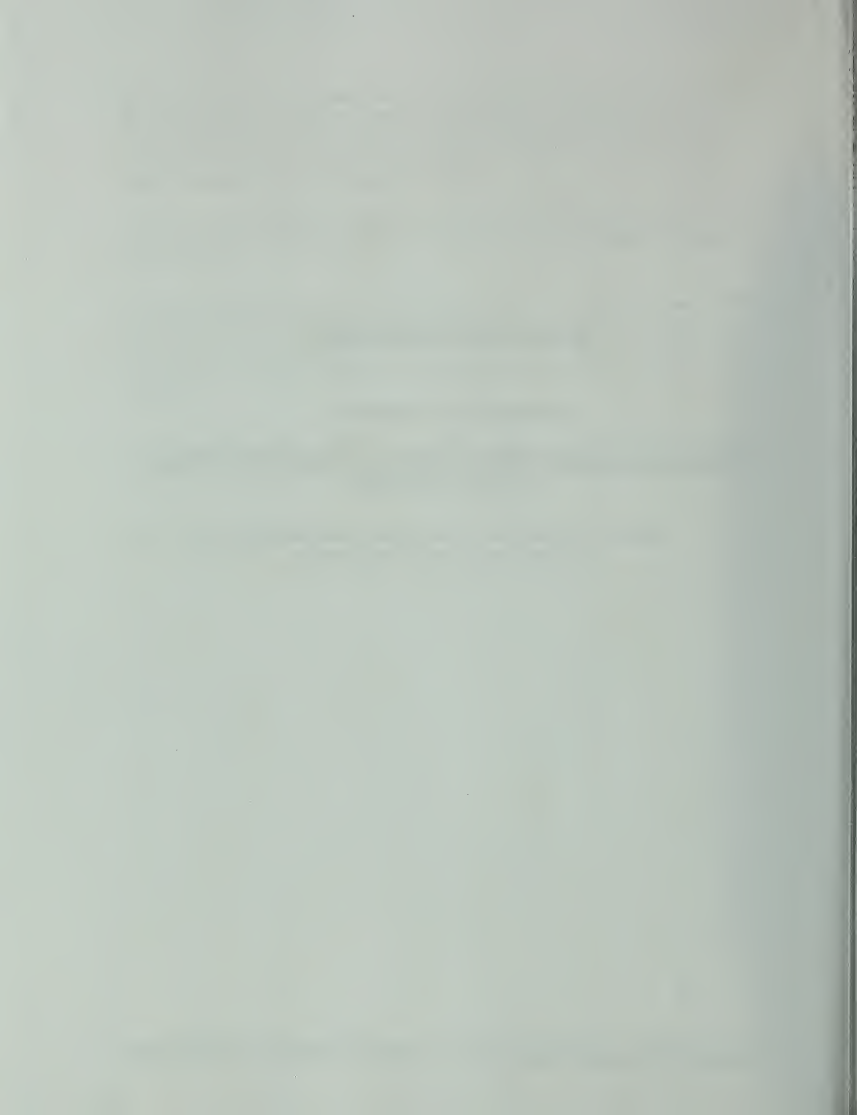
Staff: Ben Carlick, Audit Manager  
Kai Mander

**RESPONSES TO THE AUDIT**

**AIRPORT DEPARTMENT**

**LAWRENCE CONSTRUCTION CO./WEST BAY BUILDERS, INC., —  
A JOINT VENTURE**

**DEPARTMENT OF TELECOMMUNICATIONS  
AND INFORMATION SERVICES**





March 13, 2001

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Mr. Ed Harrington  
 Controller  
 San Francisco City Hall  
 1 Dr. Carlton B. Goodlett Place  
 Room 316  
 San Francisco, CA 94102-4694

AIRPORT  
 COMMISSION  
 CITY AND COUNTY  
 OF SAN FRANCISCO

Dear Mr. Harrington:

WILLIE L. BROWN, JR.

MAJOR

HENRY E. BERNAN

PRESIDENT

LARRY MAZZOLA

VICE PRESIDENT

MICHAEL S. STRUNSKY •

LINDA S. CRAYTON

CARYL ITO

We have reviewed the Revised Draft Audit Report of HRC Compliance Audit of Airport Communications Center Expansion Contract 5620.A, dated February 26, 2001. Our response is directed to only two of the four recommendations outlined on pages 7 and 8 of the Audit report. These recommendations, listed below, pertain directly to the Airport:

To comply fully with the Minority/Women/Local Business Utilization Ordinance in the San Francisco Administrative Code, the Airport should ensure that, in the remaining contract work, Lawrence Construction maximize its participation.

JOHN L. MARTIN

AIRPORT DIRECTOR

**Airport Response:** The Airport staff will require the Joint Venture (JV) to maximize Lawrence Construction's participation in the remaining work of the contract, and will instruct the JV to submit the appropriate HRC reporting forms for monitoring the MBE partner's participation during the Phase B of the contract. The Airport Commission currently maintains a Memorandum of Understanding and a workorder budget with the Human Rights Commission for their contract compliance officers which are assigned on-site to monitor Airport contracts for compliance with the M/W/LBE Ordinance. Airport staff will continue to cooperate with the Human Rights Commission in its monitoring efforts on this contract and other contracts at the Airport.

- To fulfill one of the ordinance's requirements, the Airport Commission should ensure that its staff enter in the Citywide Diversity Tracking System, complete, accurate information for each contract.

Mr. Ed Harrington  
March 13, 2001  
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**Airport Response:** The Airport Minority & Women's Opportunity Office (AMWO) will continue to enter all required Airport contracting data into the Diversity Tracking System (DTS) provided that the system is updated accordingly and HRC documents are submitted to project managers and HRC staff assigned to the Airport. To this date, AMWO has not received an HRC Form 2A from the contractor. Airport Staff will require the contractor to submit HRC Form 2A to the HRC. This HRC form is necessary in order to enter into the DTS the participation dollar amounts of the listed vendors including JV partners.

In addition, Airport staff, in discussion with Kai Mander, learned that a modification (Mod 1) to Contract 5620.A was not entered into the DTS due to a system error, whereby an encumbrance number to associate the modification of March 7, 2000 was not entered by the Controller's office. To this date, the encumbrance number is not available in the DTS.

We appreciate having an opportunity to respond to your recommendations prior to the final audit report. Please keep me informed of any other issues relating to Airport contracts. I would also appreciate receiving a final audit report.

Very truly yours,



John L. Martin  
Airport Director

Attachment

cc: Ben Carlick, Audit Manager, Office of the Controller  
Virginia Harmon, Interim Director Human Rights Commission



**LAWRENCE CONSTRUCTION CO./WEST BAY BUILDERS INC.**  
**A JOINT VENTURE - LIC. # 702467**

April 3, 2001

Ed Harrington, Controller  
CITY & COUNTY OF SAN FRANCISCO  
City Hall - 1 Dr. Carlton B. Goodlett Place, Room 388  
San Francisco, CA 94102 FAX: 554-7664

Supplemental Information to Audit Report # 00013 - Dated 3/12/01

In response to your request I offer the following supplemental information: The City Audit report is auditing Lawrence Construction/West Bay Builders (Joint Venture) for compliance outlined H.R.C. Form 4 which was submitted with our bid. In your report you indicate that the Lawrence Construction/West Bay Builders, Joint Venture (LCC/WBB-J/V) was eligible for the ten percent bid preference per the San Francisco Admin. Code Sec. 12D based on the information submitted. As you know, the Joint Venture was never officially reviewed or granted this preference by the Human Rights Commission. Furthermore, the Joint Venture was the low bid out of only two bids received for the project, where the bid preference was not needed due to the large difference between the two bids submitted. Therefore the Joint Venture is not sure of the relevance and conclusions of your audit report as it addresses the Joint Venture's deficiencies with regard to HRC Form 4. But in the good faith interest of meeting the Sec. 12D requirements the Joint Venture offers the following supplemental information.

As your report indicates the project is not complete. Therefore it is our belief that the minor deficiencies outlined can be for the most part remedied prior to the completion of the contract. For the record the Joint Venture is willing to adjust the distribution of profits as outlined in HRC Form 4 contrary to the 60/40% which is outlined in the approved Joint Venture Agreement. The Joint Venture is also committed to have Lawrence Construction provide additional manpower to mitigate the current interim shortfall with respect to his man hours. The other deficiency outlined in the audit was with regards to the initial capital contribution and the line of credits secured for the project. Even though additional monies were not required to start the project, we can require both partners of the Joint Venture adjust their capital contribution prior to the start of the last phase to equal the percentage as outlined on HRC Form 4. We do not believe the need to require Lawrence Construction to secure additional lines of credit, which is costly, to be a prudent business decision and therefore the Joint Venture will not be getting additional lines of credit.

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West Bay Builders Inc.  
P.O. Box 3474  
San Rafael, CA 94912-3474  
(415) 456-8972  
FAX: (415) 459-0665

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Lawrence Construction Co.  
346 Grand Ave.  
Oakland, CA 94610  
(510) 820-0833  
FAX: (510) 820-0477

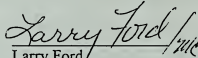
Ed Harrington, Controller  
City & County of San Francisco  
4/3/01 - Page 2

Furthermore, we believe that the Joint Venture has substantially complied with HRC Form 4 and the intent of Admin Sec. 12D. This project for the most part, has been very successful and the HRC should verify these facts with the people involved with the project – Jerry Bidwell and Gabriella Judd. We look forward to your input on these as well as any other action which can be implemented in the future.

Sincerely,



\_\_\_\_\_  
Paul Thompson  
J-V Partner



\_\_\_\_\_  
Larry Ford  
J-V Partner



Liza M. Lowery  
Executive Director  
Telephone: (415) 554-0801

DEPARTMENT OF TELECOMMUNICATIONS  
AND INFORMATION SERVICES

Rod Loucks  
Chief Technology Officer  
Telephone: (415) 554-0893 Fax: (415) 554-4733

Stephanie O'Guinn, Executive Secretary  
Telephone: (415) 554-0870 Fax: (415) 554-4733

April 2, 2001

Edward Harrington  
Controller  
City Hall - Room 316  
#1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Mr. Harrington:

Regarding the Airport/HRC compliance audit conducted by your staff, we concur with your technology findings and recommendations. We look forward to working with the Human Rights Commission to address any items that require resolution with HRC's diversity tracking database.

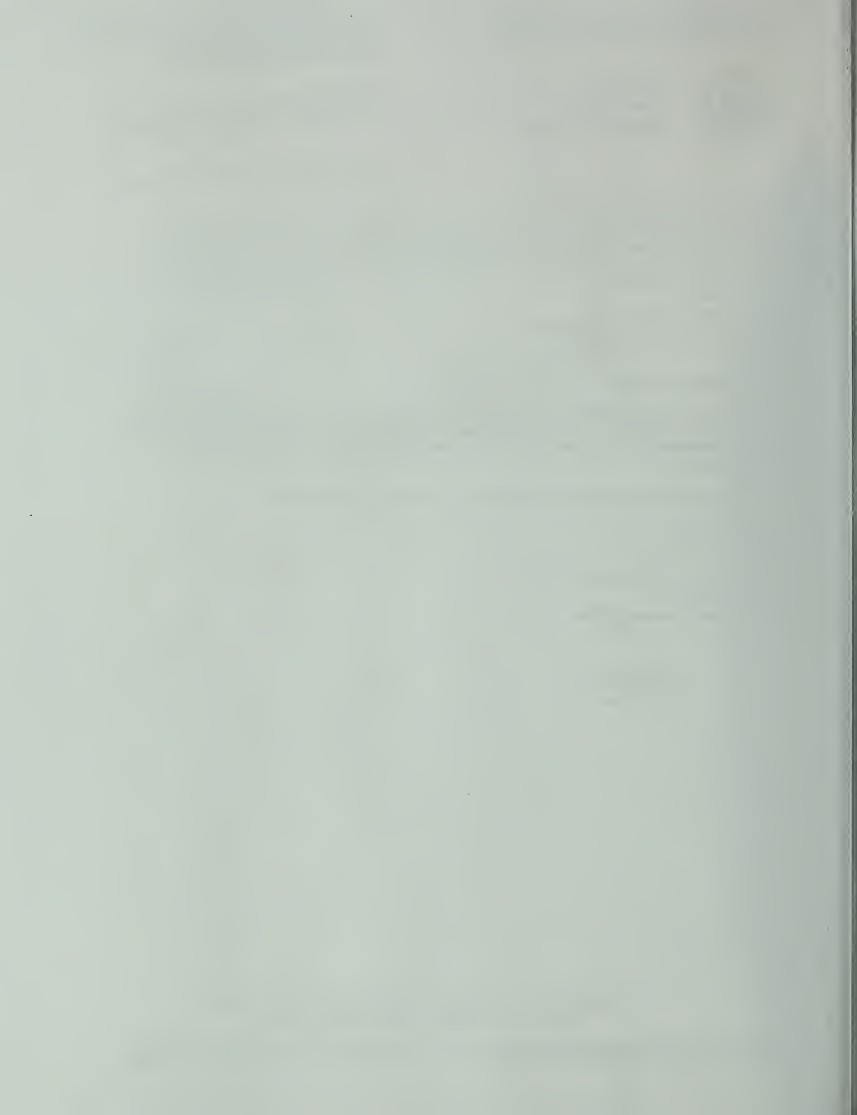
If you have any questions, please feel free to call me at 415-554-0893.

Yours truly,

A handwritten signature in dark ink, appearing to read "Rod Loucks", written over a horizontal line.

Rod Loucks  
Chief Technology Officer

cc: Liza Lowery  
Denise Brady  
Ben Carlick



cc: Mayor  
Board of Supervisors  
Civil Grand Jury  
Budget Analyst  
Public Library  
Human Rights Commission  
Department of Telecommunications and Information Services  
KPMG LLP

